

Exhibit 8

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ROSE ROOT, MARK PHILLIPS,
WILLIAM HARPER, EARNEST JOHNSON,
FELICIA JONES, CLARENCE L. WRIGHT, JR.
ANGELA OBEY-YOUNG

Case No. 12-12848-AC-DRG
Hon. AVERN COHN

Plaintiffs,

v.

CITY OF DETROIT,

a Municipal Corporation,

E. POWELL MILLER (P39487)
Attorney for Plaintiffs
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(248) 652-2852 (facsimile)
Epm@millerlawpc.com

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jarva@detroitmi.gov

**DEFENDANT'S ANSWER TO PLAINTIFFS' COMPLAINT
AND RELIANCE ON JURY DEMAND**

1. Defendant denies.
2. Defendant denies.
3. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
4. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

5. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
6. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
7. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

THE PARTIES

8. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
9. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
10. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
11. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
12. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
13. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
14. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
15. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

JURISDICTION AND VENUE

16. Defendant denies.
17. Defendant denies.
18. Defendant denies.

GENERAL ALLEGATIONS- PART I
THE ESTABLISHMENT OF THE EMPLOYEE HEALTH BENEFIT PLAN

19. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 20. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 21. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 22. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 23. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 24. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 25. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 26. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 27. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 28. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

GENERAL ALLEGATIONS- PART II
THE BENEFITS AND PROVISIONS OF THE EMPLOYEE HEALTH BENEFIT PLAN
WERE SUBJECT TO COLLECTIVE BARGAINING FOR EMPLOYEES WHO WERE
MEMBERS OF A UNION

- 29. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 30. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 31. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 32. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 33. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 34. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 35. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 36. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 37. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 38. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 39. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 40. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 41. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 42. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 43. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

A. THE 1977-1980 MASTER AGREEMENT

- 44. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 45. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

B. THE 1980-1983 MASTER AGREEMENT

- 46. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 47. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

C. THE 1983-1986 MASTER AGREEMENT

- 48. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 49. Defendant neither admits nor denies but leave Plaintiff to their proofs.
- 50. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 51. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

D. THE 1986-1989 MASTER AGREEMENT

- 52. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 53. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

54. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

55. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

E. THE 1989-1992 MASTER AGREEMENT

56. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

57. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

58. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

59. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

F. THE 1992-1995 MASTER AGREEMENT

60. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

G. THE 1995-1998 MASTER AGREEMENT

61. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

62. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

63. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

64. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

65. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

66. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

H. THE 1998-2001 MASTER AGREEMENT

67. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

68. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

69. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

70. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

71. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

I. THE 2001-2005 MASTER AGREEMENT

72. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

73. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

74. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

75. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

76. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

J. IN 2006, THE CITY UNILATERALLY MODIFIED THE RETIREES' HEALTH CARE PLAN

77. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

78. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

79. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

80. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

81. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

82. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

83. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

84. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

85. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

86. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

87. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

88. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

89. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 90. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 91. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 92. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 93. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 94. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

**K. IN 2009, 2010, 2011 AND THE 2012 THE CITY AGAIN
UNILATERALLY CHANGED THE RETIREES' HEALTH CARE PLAN**

- 95. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

**L. THE CITY IMMINENTLY PLANS TO IMPLEMENT SUBSTANTIAL MODIFICATIONS TO
THE RETIREES' HEALTH CARE PLAN TO THE DETRIMENT OF RETIREES**

- 96. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

GENERAL ALLEGATIONS- PART III
**THE NON-UNION RETIREES HAVE THE SAME VESTED BENEFITS AS THOSE RETIREES
WHO WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT**

- 97. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 98. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 99. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 100. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

CLASS ACTION ALLEGATIONS

- 101. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 102. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 103. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 104. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 105. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 106. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 107. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 108. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 109. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 110. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 111. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 112. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 113. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 114. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 115. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 116. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 117. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 118. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 119. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 120. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

COUNT I-BREACH OF CONTRACT

- 121. Defendant restates its answers to paragraphs 1 through 120 as if fully stated herein.
- 122. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 123. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 124. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 125. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 126. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 127. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 128. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 129. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 130. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 131. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 132. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 133. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 134. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss this complaint with prejudice and award costs and attorney fees to Defendant for defense of these claims.

COUNT II - BREACH OF IMPLIED CONTRACT

Defendant restates its answers to paragraphs 1 through 134 as if fully stated herein.

- 135. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 136. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 137. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

138. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

139. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

140. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

141. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

142. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

143. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

144. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss this complaint with prejudice and award costs and attorney fees to Defendant for defense of these claims.

**COUNT III - VIOLATION OF THE CONTRACTS CLAUSE OF THE UNITED STATES
CONSTITUTION U.S. CONST., ART 1., SEC. 10, CL. 1**

145. Defendant restates its answers to paragraphs 1 through 144 as if fully stated herein.

146. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

147. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

148. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

149. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

150. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

151. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

152. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

153. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 154. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 155. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 156. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 157. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss this complaint with prejudice and award costs and attorney fees to Defendant for defense of these claims.

**COUNT IV-VIOLATION OF THE PROCEDURAL AND SUBSTANTIVE DUE
PROCESS CLAUSES OF THE 5TH AND 14TH AMENDMENTS**

- 158. Defendant restates its answers to paragraphs 1 through 157 as if fully stated herein.
- 159. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 160. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 161. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 162. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 163. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 164. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 165. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 166. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 167. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 168. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 169. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

- 170. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 171. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 172. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 173. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 174. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 175. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 176. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 177. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 178. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 179. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 180. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

COUNT V - VIOLATION OF 42 U.S.C. §1983

- 181. Defendant restates its answers to paragraphs 1 through 180 as if fully stated herein.
- 182. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 183. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 184. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 185. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 186. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
- 187. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

COUNT VI-INJUNCTIVE RELIEF AND IRREPARABLE HARM

188. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
189. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
190. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
191. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
192. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
193. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
194. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
195. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
196. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
197. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
198. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
199. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
200. Defendant neither admits nor denies but leave Plaintiffs to their proofs.
201. Defendant neither admits nor denies but leave Plaintiffs to their proofs.

WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss this complaint with prejudice and award costs and attorney fees to Defendant for defense of these claims.

RELIEF REQUESTED

- A. Defendant request that the relief requested be denied.
- B. Defendant request that the relief requested be denied.
- C. Defendant request that the relief requested be denied.

- D. Defendant request that the relief requested be denied.
- E. Defendant request that the relief requested be denied.
- F. Defendant request that the relief requested be denied.
- G. Defendant request that the relief requested be denied.
- H. Defendant request that the relief requested be denied.

WHEREFORE, Defendant requests that this court dismiss plaintiff's complaint in its entirety and award attorney fees, costs and interest incurred in defense of this frivolous claim.

Respectfully submitted,

CITY OF DETROIT LAW DEPARTMENT

July 20, 2012

/s/June Adams (P43283)
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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ANGELA OBEY-YOUNG

Case No. 12-12848-AC-DRG
Hon. AVERN COHN

Plaintiffs,

v.

CITY OF DETROIT,

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DEFENDANT'S SPECIAL AND AFFIRMATIVE DEFENSES

In further answer, and by way of special and affirmative defenses (in addition to or in conjunction with the defenses set forth in the foregoing Answer) Defendant, by and through their undersigned counsels, state that they will rely upon the following special and affirmative defenses, if applicable, and if supported by facts to be determined through appropriate discovery:

1. Defendant had a legitimate, non-discriminatory reason for its employment actions.
2. Plaintiffs have failed to set forth any direct or circumstantial evidence of a violation of 42 USC §1983.
3. Plaintiff has failed to state a claim upon which relief may be granted.
4. There are no genuine issues of fact.
5. Defendant, City of Detroit is entitled to absolute immunity in actions alleging violations of 42 U.S.C. §1983.
6. Plaintiff has suffered no constitutional deprivations visited through a governmental custom and no such custom has received approval, whether formal or informal through the City of Detroit's official decision-making channels.
7. Plaintiffs have failed to demonstrate that they suffered any federal constitutional deprivations.
8. Plaintiffs have failed to plead sufficient facts of constitutionally-protected activity under the Fourteenth Amendment; they have failed to plead that they did not receive due process to which they may have been due and these claims must be dismissed.
9. Plaintiffs have failed to plead a *prima facie* underlying claim of any cause of action to support an allegation of violation of 42 U.S.C. §1983.
10. Plaintiffs have received all of the procedural due process to which they are entitled.
11. Plaintiffs have received all of the substantive due process to which they are entitled.
12. Plaintiffs have not established and cannot establish irreparable harm.
13. Plaintiffs' claims are barred by the applicable statute of limitations.
14. Plaintiffs have failed to establish a viable federal question.
15. Defendant City of Detroit reserves the right to supplement and/or modify

these Special and Affirmative Defenses.

WHEREFORE, Defendant prays that this Honorable Court grant its prayer for dismissal of Plaintiff's Complaint for the reasons asserted hereinabove. Further, Defendant prays that this Court award its costs, expenses and actual attorney fees incurred in the defense of this action. Finally, Defendant prays that this Court enter such other orders and judgments as it deems appropriate.

Respectfully submitted,

CITY OF DETROIT LAW DEPARTMENT

July 20, 2012

/s/June Adams (P43283)
Assistant Corporation Counsel
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
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RELIANCE ON JURY DEMAND

Defendant CITY OF DETROIT, by and through its attorney, JUNE ADAMS
(P43283) files its reliance on the jury demand filed by plaintiff.

Respectfully submitted,
CITY OF DETROIT LAW DEPARTMENT

July 20, 2012

/s/June Adams (P43283)
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(313) 237-0540

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20

CERTIFICATE OF SERVICE

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

I hereby certify that on July 20, 2012, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following: _____

E. POWELL MILLER (P39487)
Attorney for Plaintiffs
950 W. University Drive
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(248) 652-2852 (facsimile)
Epm@millerlawpc.com

Date: July 20, 2012

/s/June Adams (P43283)
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